

OCT-22-2003 15:43

US CPSC ADPS

301 504 0628 P.02/02

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS

Offer to Complete Blocks 12, 17, 23, 24, & 30

1. Requisition Number 0099003-0031A	PAGE 1 OF 16
5. Solicitation Number	8. Solicitation Issue Date
b. Telephone Number (No collect calls) (301) 504-7033	9. Offer Due Date/Local Time
11. Delivery for FOB Destination Unless Block is Marked <input type="checkbox"/> See Schedule	12. Discount Terms Discount: 1% 10 Days Net due 30
13a. This contract is a rated order under DPAS (15 CFR 700)	
13b. Rating	
14. Method of Solicitation <input type="checkbox"/> RFP <input type="checkbox"/> IFB <input type="checkbox"/> RFP	

2. Contract No. CPSC-D-04-1063	3. Award/Effective Date Oct 23, 2003	4. Order Number
7. For Solicitation Information Call:	a. Name PETER J NERRET pnerret@cpsc.gov	
9. Issued By Code CPSC	10. This Acquisition is <input type="checkbox"/> Unrestricted <input checked="" type="checkbox"/> Set-Aside 100% for <input type="checkbox"/> Small Business <input type="checkbox"/> HubZone Small Business <input checked="" type="checkbox"/> S(A) NAICS: 561210 Size Standard:	

US CONSUMER PRODUCT SAFETY COMM
DIVISION OF PROCUREMENT SERVICES
4330 EAST WEST HWY ROOM 517
BETHESDA, MD 20814-4408

15. Deliver To CONSUMER PRODUCT SAFETY COMMISSION DIVISION OF ADMINISTRATIVE SERVICES 4330 EAST WEST HIGHWAY, ROOM 520 BETHESDA, MARYLAND 20814-4408	16. Administered By PETER J NERRET (301) 504-7033 Code FIN				
17a. Contractor/Offeror Code 00017022 Facility Code SOURCE STAFFING, INC. 1010 WAYNE AVENUE SUITE 560 SILVER SPRING MD 20910 Telephone No. (301) 585-4646 TIN: 521202029	18a. Payment Will Be Made By Code PAYMENT CONSUMER PRODUCT SAFETY COMM ACCT OFFICER, DIV OF FIN MGMT ROOM 522 WASHINGTON, DC 20207 (202) 304-0018				
17b. Check if Remittance is Different and Put Such Address in Offer. <input type="checkbox"/>	18b. Submit Invoices to Address Shown in Block 18a Unless Box Below is Checked. <input checked="" type="checkbox"/> See Addendum.				
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
THE CONTRACTOR SHALL PROVIDE ALL PERSONNEL, SUPPLIES, MATERIALS AND					

25. Accounting and Appropriation Data FUNDS WILL BE OBLIGATED THROUGH ISSUANCE OF DELIVERY ORDERS.	26. Total Award Amount (For Govt. Use Only) US 2,712,558.74 ESTIMATED
27a. Solicitation incorporates by reference FAR 52.212-1, 52.212-4, FAR 52.212-3 and 52.212-5 are attached. Addenda <input type="checkbox"/> are <input type="checkbox"/> are not attached	27b. Contract/Purchase Order incorporates by reference FAR 52.212-4, 52.212-5 is attached. Addenda <input checked="" type="checkbox"/> are <input type="checkbox"/> are not attached
28. Contractor is required to sign this document and return 2 copies to Issuing Office. Contractor agrees to furnish and deliver all items set forth or otherwise identified above and on any additional sheets subject to the terms and conditions specified herein.	29. Award of Contract Reference. <input checked="" type="checkbox"/> quote of 09/14/03, as intended on Offer Dated _____ Your offer on Solicitation (Block 5), including any additions or changes which are set forth herein, is accepted as to items:
30a. Signature of Offeror/Contractor 	31a. United States of America (Signature of Contracting Officer)
30b. Name and Title of Signer (Type or Print) Alma M. Lynch, President	31b. Name of Contracting Officer (Type or Print) DONNA HUTTON dhutton@cpsc.gov
30c. Date Signed 10/22/03	31c. Date Signed 10/22/03

32a. Quantity in Column 21 has been <input type="checkbox"/> Received <input type="checkbox"/> Inspected <input type="checkbox"/> Accepted, and Conforms to the Contract, Except as Noted:

32b. Signature of Authorized Government Representative	32c. Date	32d. Printed Name and Title of Authorized Government Representative
32e. Mailing Address of Authorized Government Representative	32f. Telephone Number of Authorized Government Representative	32g. E-mail of Authorized Government Representative
33. Ship Number <input type="checkbox"/> Partial <input type="checkbox"/> Final	34. Voucher Number	35. Amount Verified Correct For
36. Payment <input type="checkbox"/> Complete <input type="checkbox"/> Partial <input type="checkbox"/> Final	37. Check Number	
38. S/R Account Number	39. S/R Voucher Number	40. Paid By
41a. I certify this account is correct and proper for payment	41b. Signature and Title of Certifying Officer	41c. Date
42a. Received By (Print)	42b. Received At (Location)	42c. Date Rec'd (YY/MM/DD)
42d. Total Containers		

SCHEDULE Continued

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
	EQUIPMENT NECESSARY TO PROVIDE FOR COMPREHENSIVE FACILITY SUPPORT SERVICES TO INCLUDE: LIBRARY OPERATION, LABOR, DRIVER LABOR, COPY CENTER, MAILROOM, SHIPPING/RECEIVING, AND SHUTTLE SERVICES. SERVICES SHALL BE FOR THE PERIODS INDICATED BELOW AND IN ACCORDANCE WITH THE ATTACHED DESCRIPTION OF SERVICES.				
0001	BASE YEAR: OCTOBER 1, 2003 THROUGH SEPTEMBER 30, 2004				
0001AA	MONTHLY RATE	11	MO	24,964.11	274,605.21
0001AB	Library Technician overtime rate	0	HR	39.63	0.00
0001AC	Driver/Laborer overtime rate	65	HR	33.53	2,179.45
0001AD	Driver/Laborer w/Truck overtime rate	20	HR	44.87	897.40
0001AE	Copy Operator	25	HR	36.02	900.50
0001AF	Supervisory Shipping/Receiving overtime rate	40	HR	42.16	1,686.40
0001AG	Shuttle/Driver/Messenger overtime rate	0	HR	32.31	0.00
0001AH	Mail Clerk overtime rate	0	HR	33.46	0.00
0002	OPTION YEAR I: OCTOBER 1, 2004 THROUGH SEPTEMBER 30, 2005				
0002AA	MONTHLY RATE	12	MO	25,962.91	311,554.92
0002AB	Library Technician overtime rate	0	HR	41.21	0.00
0002AC	Driver/Laborer overtime rate	65	HR	34.87	2,266.55
0002AD	Driver/Laborer w/Truck overtime rate	20	HR	46.67	933.40
0002AE	Copy Operator	25	HR	37.46	936.50
0002AF	Supervisory Shipping/Receiving overtime rate	40	HR	43.85	1,754.00
0002AG	Shuttle/Driver/Messenger overtime rate	0	HR	33.60	0.00
0002AH	Mail Clerk overtime rate	0	HR	34.80	0.00
0003	OPTION YEAR II: OCTOBER 1, 2005 THROUGH SEPTEMBER 30, 2006				
0003AA	MONTHLY RATE	12	MO	26,741.75	320,901.00
0003AB	Library Technician overtime rate	0	HR	42.45	0.00
0003AC	Driver/Laborer overtime rate	65	HR	35.92	2,334.80
0003AD	Driver/Laborer w/Truck overtime rate	20	HR	48.06	961.20
0003AE	Copy Operator	25	HR	38.58	964.50
0003AF	Supervisory Shipping/Receiving overtime rate	40	HR	45.17	1,806.80
0003AG	Shuttle/Driver/Messenger overtime rate	0	HR	34.61	0.00
0003AH	Mail Clerk overtime rate	0	HR	35.84	0.00
0004	OPTION YEAR III: OCTOBER 1, 2006 THROUGH SEPTEMBER 30, 2007				
0004AA	MONTHLY RATE	12	MO	27,380.66	328,567.92

SCHEDULE Continued

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0004AB	Library Technician overtime rate	0	HR	43.72	0.00
0004AC	Driver/Laborer overtime rate	65	HR	37.00	2,405.00
0004AD	Driver/Laborer w/Truck overtime rate	20	HR	49.51	990.20
0004AE	Copy Operator	25	HR	39.74	993.50
0004AF	Supervisory Shipping/Receiving overtime rate	40	HR	46.52	1,860.80
0004AG	Shuttle/Driver/Messenger overtime rate	0	HR	34.67	0.00
0004AH	Mail Clerk overtime rate	0	HR	36.91	0.00
0005	OPTION YEAR IV: OCTOBER 1, 2007 THROUGH SEPTEMBER 30, 2008				
0005AA	MONTHLY RATE	12	MO	28,370.33	340,443.96
0005AB	Library Technician overtime rate	0	HR	45.03	0.00
0005AC	Driver/Laborer overtime rate	65	HR	38.11	2,477.15
0005AD	Driver/Laborer w/Truck overtime rate	20	HR	50.99	1,019.80
0005AE	Copy Operator	25	HR	40.93	1,023.25
0005AF	Supervisory Shipping/Receiving overtime rate	40	HR	47.92	1,916.80
0005AG	Shuttle/Driver/Messenger overtime rate	0	HR	36.72	0.00
0005AH	Mail Clerk overtime rate	0	HR	38.02	0.00
0006	AWARD TERM I: OCTOBER 1, 2008 THROUGH SEPTEMBER 30, 2009				
0006AA	MONTHLY RATE	12	MO	29,221.50	350,658.00
0006AB	Library Technician overtime rate	0	HR	46.38	0.00
0006AC	Driver/Laborer overtime rate	65	HR	39.25	2,551.25
0006AD	Driver/Laborer w/Truck overtime rate	20	HR	52.52	1,050.40
0006AE	Copy Operator	25	HR	42.16	1,054.00
0006AF	Supervisory Shipping/Receiving overtime rate	40	HR	49.35	1,974.00
0006AG	Shuttle/Driver/Messenger overtime rate	0	HR	37.82	0.00
0006AH	Mail Clerk overtime rate	0	HR	30.05	0.00
0007	AWARD TERM II: OCTOBER 1, 2009 THROUGH SEPTEMBER 30, 2010				
0007AA	MONTHLY RATE	12	MO	30,098.08	361,176.96
0007AB	Library Technician overtime rate	0	HR	47.78	0.00
0007AC	Driver/Laborer overtime rate	65	HR	40.43	2,627.95
0007AD	Driver/Laborer w/Truck overtime rate	20	HR	54.10	1,082.00
0007AE	Copy Operator	25	HR	43.43	1,085.75
0007AF	Supervisory Shipping/Receiving overtime rate	40	HR	50.83	2,033.20
0007AG	Shuttle/Driver/Messenger overtime rate	0	HR	38.96	0.00
0007AH	Mail Clerk overtime rate	0	HR	40.34	0.00

SCHEDULE Continued

Item No.	Supplies/Services	Quantity	Unit	Unit Price	Amount
0008	AWARD TERM III: OCTOBER 1, 2010 THROUGH SEPTEMBER 30, 2011				
0008AA	MONTHLY RATE	12	MO	31,151.41	373,816.92
0008AB	Library Technician overtime rate	0	HR	49.45	0.00
0008AC	Driver/Laborer overtime rate	65	HR	41.84	2,719.60
0008AD	Driver/Laborer w/Truck overtime rate	20	HR	55.99	1,119.80
0008AE	Copy Operator	25	HR	44.94	1,123.50
0008AF	Supervisory Shipping/Receiving overtime rate	40	HR	52.61	2,104.40
0008AG	Shuttle/Driver/Messenger overtime rate	0	HR	40.32	0.00
0008AH	Mail Clerk overtime rate	0	HR	41.75	0.00
<p>The Contractor will be guaranteed a minimum of \$30,200. for the base year and any option or award term exercised unless terminated for default.</p>					

SECTION B: SUPPLIES/SERVICES AND PRICES

TABLE OF CONTENTS

PART I – THE SCHEDULE

SECTION A – SOLICITATION/CONTRACT FORM (SF1449)

SECTION B SERVICES AND PRICES

1. Description of Services
2. Contract Type
3. Services and Prices

SECTION C STATEMENT OF Work

1. Background
2. Purpose
3. General Requirements
4. Contractor Personnel
5. Performance Assessment Plan
6. Contract Monitoring
7. Quality Control
8. Library Services
9. Labor Services
10. Copy Center Services
11. Shipping and Receiving(Supervisory)
12. Mailroom and Shuttle Services

SECTION D (Reserved)

SECTION E INSPECTION AND ACCEPTANCE

SECTION F DELIVERIES AND PERFORMANCE

1. Period of Performance
2. Hours of Operation
3. Reporting Requirements

SECTION G CONTRACT ADMINISTRATION

1. Payment
2. Billing Instructions
3. Method of Payment
4. Withholding of Contract Payment
5. Project Officer Designation

SECTION H SPECIAL CONTRACT REQUIREMENTS

1. Government-Furnished Materials/Equipment/Service
2. Service Contract Act
3. Wage Determination
4. Contractor Use of Government Exercise Room

PART II – CONTRACT CLAUSES

SECTION I CONTRACT CLAUSES

1. List of clauses incorporated by reference
 - a. 52.212-4 Contract Terms and Conditions – Commercial Items
 - b. 52.224-1 Privacy Act Notification
 - c. 52.224-2 Privacy Act
 - d. 52.232-18 Availability of Funds
 - e. 52.232-19 Availability of Funds for the Next Fiscal Year
 - f. 52.228-5 Insurance–Work on a Government Installation

SECTION J LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

1. ADDITIONAL FULL TEXT CLAUSES

END SECTION A

SECTION B - Services and Prices (see pricing schedule)

1. DESCRIPTION OF SERVICES

In accordance with the Statement of Work, the contractor shall provide the following Facility Support Services at the Consumer Product Safety Commission:

- a. Library Services
- b. Labor Services
- c. Copier Services
- d. Shipping and Receiving Services
- e. Mailroom
- f. Shuttle (driver/messenger) Services

2. CONTRACT TYPE

This is a firm fixed price, performance based contract for services in accordance with Section C. below. The contract includes a base period and four one year option periods and three one-year award term incentive periods. This is a 100% 8(a) set-aside.

3. SERVICES AND PRICES

- a. The Contractor shall provide pricing in accordance with block 20, SCHEDULE OF SUPPLIES/SERVICES, for CLINS 0001AA through 0008AH
- b. Each hourly rate is a fully loaded labor rate (including, but not limited to, applicable direct and indirect costs such as compensation, fringe benefits, insurance, social security, overhead, general and administrative expenses, and profit.) One of the labor categories below shall be designated by the Contractor as supervisory, and shall be identified as such in the contract.

SECTION C - PERFORMANCE BASED STATEMENT OF WORK (PBSW)

1. BACKGROUND

The U.S. Consumer Product Safety Commission's (CPSC) Division of Administrative Services (ADAS) is responsible for providing timely, efficient, effective, professional base maintenance support to the entire Commission. By providing quality administrative customer support to the Headquarters and Field staff, CPSC staff is better able to concentrate their efforts on reducing the risk of injury and death to the consumer from consumer products. Customer support services provided include: Copy center operations, Distribution/mail and shuttle services, Driver/laborer, Receptionist/Information Center Clerical support and Library technician support.

2. PURPOSE:

The purpose of this contract is to procure various Facility Support Services in support of the mission of the Consumer Product Safety Commission.

3. GENERAL REQUIREMENTS

- a. The Contractor shall provide the required Facility Support Services on an ongoing basis at the Consumer Product Safety Commission (CPSC), located at 4330 East-West Highway, Bethesda, Maryland. Additional services may be added by mutual agreement between the Government and the Contractor.
- b. Independently, and not as an agent of the Government, the Contractor shall furnish all necessary personnel, materials, services and supervision to perform the work as described in this Statement of Work, except as set forth in paragraph H.1., entitled "Government-Furnished Material/ Equipment/Service."
- c. Operating procedures shall be set forth in more precise detail in Standard Operating Procedures (SOP) Manuals to be provided to the Contractor by the Project Officer at the onset of work under this contract. These procedures will be within the framework set forth in the Statements of Work for specific services (identified as applicable to specific Contract Line Items).
- d. The Contractor shall meet with the Project Officer and other CPSC staff within five calendar days after contract award to discuss the contract and to ensure mutual understanding of operating procedures and the services to be performed. The Contractor shall, at that meeting, submit a completed Standard Form 85/86, Questionnaire for Non-Sensitive Positions (see Attachment 5), for each employee authorized to perform services under the contract, including proposed substitute employees.
- e. The Contractor shall submit reports as required by Section 'F'.

4. CONTRACTOR PERSONNEL

- a. The Contractor shall provide thoroughly qualified, trained, competent personnel as outlined in sections C.8., 9., 10., 11., and 12. for each of the services to be performed.
- b. The contractor shall provide on-site supervision and subordinate staff. Any persons employed by the Contractor and assigned to perform work specified in this contract shall at all times be under the control and full responsibility of the Contractor.
- c. Nothing in this contract shall be construed to permit the use of Contractor personnel for personal services.
- d. The Contractor shall be responsible for satisfactory standards of employee competency, conduct, and integrity. The Contractor's employees must be presentable in appearance (i.e., clean, untorn appropriate attire, and exercising good personal hygiene). The Contractor shall be responsible for taking such disciplinary actions, including suspension and termination, with respect to Contractor employees as may be necessary. At all times while on CPSC premises, the Contractor shall comply with all rules and regulations governing the conduct of personnel on Government Property.

CPSC reserves the right to have the Contractor remove any of its employees, for any reason including failure to comply with any terms of this contract or observed failure to provide satisfactory service to the Government.

- e. The Contractor's employees shall limit the use of Government property and supplies, including automobiles and telephones, to official Government business.
- f. Those Contractor employees with duties that include driving shall have a valid MD, DC or VA State motor vehicle operator's license. All motor vehicle incidents such as accidents, vandalism, maintenance problems or property damage resulting from the operation of a Government owned or leased motor vehicle shall be reported to the Contractor's on-site supervisor and the CPSC Property Management Officer (name to be provided by the Project Officer). Also, Contractor employees shall report any physical or medical condition that would disqualify the employee from operating a motor vehicle.
- g. Contractor shall provide evidence of a State police clearance for all personnel provided under the contract.
- h. The Contractor's employees shall not use the government provided purchase credit card for any service other than petroleum, oil or lubricants for the government's messenger vehicle without the approval of the CPSC Project Officer or his/her designee. The Contractor acknowledges and accepts liability for any damages or loss arising from the fraudulent or unauthorized use of the governmentwide purchase credit card or vehicle by the Contractor's employees.
- i. CPSC will not reimburse the Contractor for any traffic violations or parking tickets. CPSC will reimburse metered parking expenses, when government parking is not available, or similar costs which may be incurred in the performance of this contract with the approval of the Project Officer or Alternate Project Officer.
- j. Proof of Vehicle Insurance for Contractor provided vehicles must be submitted annually, upon execution of the basic or option period, to the Commission. Whatever jurisdiction the insurance is purchased in, it shall, at a minimum, meet basic coverage mandated by law.

5. PERFORMANCE ASSESSMENT PLAN

The services provided by the contractor are summarized into performance objectives which relate directly to mission essential items. The performance threshold briefly describes the minimum acceptable level of service required for each objective.

PERFORMANCE OBJECTIVES

Customer Satisfaction:
Provide dedicated, competent, well trained, courteous and respectful employees to interact with the Customers.

Contractor Responsibility:

CPSC-D-04-1063

PERFORMANCE THRESHOLDS

Receives no more than one valid complaint per month.

Receives no more than one valid

Provide qualified staff to perform Support services outlined herein.

complaint per month.

Response Time:

Provide timely response to requests for facility Support Services.

Contract personnel must meet the response time as specified in the request 95% of the time.

System Operations and Procedures:

maintain equipment and customer access to Facility Support Services at all times

Services shall not be closed to agency personnel longer than 30 minutes per day.

Reporting Requirements:

Reports are accurate, complete and properly formatted in accordance with the delivery schedule provided in the performance work statement.

Reports are submitted timely 95% of the time. Statistics provided are 100% accurate.

6. CONTRACT MONITORING

The Contracting Officer's Technical Representatives (COTRs), as well as the Project Officer, shall be responsible for monitoring contractor performance and determining valid customer complaints. All performance shall be documented, whether it is acceptable or unacceptable in accordance with the performance assessment plan. Performance shall be monitored on a quarterly basis by site visits and shall include review of CPSC form 125's for timely and accurate completion, and review of daily, weekly and monthly reporting statistical information maintained by CPSC and submitted by the Contractor. The COTRs shall maintain written records of the contractor's performance in accordance with the assigned performance objectives. The COTRs shall determine if performance thresholds are met. When performance meets and/or exceeds the standard, the incentive for exercising an option year becomes greater. When performance is below standard the contractor shall be notified in writing. The Contractor shall present CPSC with a written improvement plan. If performance is not satisfactory by the next evaluation period (3 months), contractor payment may be withheld or partial termination for default may be considered. The government shall promptly notify the Contractor of its intention to withhold payment of any invoice or voucher submitted. Unacceptable performance or failure to resolve problems may result in the government not exercising an option.

7. QUALITY CONTROL

The Contractor shall develop and maintain a quality control program to ensure that duties are performed in accordance with the statement of work and commonly accepted commercial practices. The Contractor shall develop and implement procedures to identify, prevent, and ensure non-recurrence of any defective services. At a minimum, the Contractor shall develop quality control procedures addressing the areas identified in paragraph C. 5, "Performance Assessment Plan."

8. LIBRARY SERVICES

a. GENERAL:

The Contractor shall provide for a broad and comprehensive Library support function, encompassing all aspects of library operations.

b. QUALIFICATIONS

- 1) The Contractor shall provide a qualified and trained library technician in accordance with the qualifications specified below, to perform the tasks specified.
- 2) Contractor personnel shall have either extensive practical knowledge of a wide range of technical methods, principles and practices of library work or in-depth experience and training in the following areas: library regulations, procedures, policies, standardized library rules, and operations.
- 3) Contractor personnel shall have expertise related to library functions such as those used to maintain a library collection, locate information, process library materials, and assist clientele with routine inquiries, including those requiring a working knowledge of on-line search techniques and services.
- 4) Contractor personnel shall be able to communicate effectively and proficiently in English.

c. DUTIES

- 1) The Contractor shall perform the library related tasks onsite at the CPSC Library, using equipment and supplies furnished by the Government. Tasks include, but shall not be limited to the following:
 - a) Maintain CPSC Library and Law Collections and User Areas. The Contractor shall provide accurate and timely maintenance of the CPSC Library collection and user areas to facilitate ready access by users to the information resources of the collection as set forth below:
 - b) Shelving and Filing Collection Materials: This function includes the shelving of materials removed by users or staff for on-site use, newly processed items for the collection, and materials discharged from circulation; preparation of shelf files and shelf labels as needed to accommodate shelving and filing requirements for periodicals; and shifting the collection as needed to accommodate growth in the collection and improve user access to collection materials.
 - c) Maintenance of Microform (Microfilm, Microfiche), CD Rom's and Optical Discs: This function includes filing of microforms, microfilm, microfiche, CD ROM's and optical discs added to the CPSC Library collection, refilling microforms and discs, that have been removed for use, the preparation of file drawer labels and file guides as needed to provide ready access to and retrieval of these collections, and the shifting of these materials, as needed to facilitate access to and/or accommodate growth of the microform/disc collection.

- d) Maintenance of Subscription Services: This function includes the filing of loose-leaf publications into binders, the insertion of pocket parts into legal volumes, and the filing of pamphlet updates and supplements to a variety of publications, chiefly legal.
 - e) Discard of Materials from the Collection: This function includes the withdrawal of superseded items and other materials from the CPSC Library collection as specified or approved by the Project Officer or a designated representative. Materials to be withdrawn include duplicate copies of non-current periodical issues, periodicals with limited retention periods, loose copies of periodicals and serials replaced by bound volumes, superseded editions of publications, and paper copy of publications replaced by microforms or magnetic media/optical disk. Discarded materials, with a few specified exceptions, shall be placed in boxes for transfer to the Library of Congress Exchange and Gifts Division as required by Federal regulations. Superseded technical directories shall be sent to the Directorate for Field Operations for distribution to CPSC regional offices.
 - f) Maintenance of Other Files: The Contractor shall maintain files necessary for tracking activities carried out on-site in the library and for responding to user inquiries in a number of areas. The files shall be updated whenever there is new material to be entered. These areas include pending orders, outstanding orders, orders received, vendor files, purchase vendor files, claim forms and invoice approved files.
- 2) Provide recommendations for acquisition of Library materials to the Project Officer: The Contractor shall make recommendations to the Project Officer to place orders for the acquisition of materials in a variety of media for the CPSC Library collection and for official use of Headquarter and Field offices within the Commission. Materials to be recommended for purchase may include books, pamphlets, microform industry standards, and a variety of subscription services including journals, serials, daily newspapers, loose-leaf services, and magnetic media/optical disks.
- 3) Provide cataloging, classification, and bibliographic control of all materials in the CPSC Library and law collections.
- a) The Contractor shall provide for the bibliographic integrity of the CPSC Library resources. This involves the indexing, classifying, cataloging, and maintaining of inventory records of all material in the CPSC Library collection. These activities are essential for retrieval of library materials to meet user needs for information.
 - b) Maintenance and Updating of All Check-In Records: This function includes searching the card catalog and serial check-in records to determine new title or added volume status of publications on hand, updating Kardex and shelf-list cards, writing call number or title page, indicating title, pulling superseded copies, making check-in records for

new titles, adding new titles to appropriate lists (periodicals lists, microforms lists, etc.) and updating data files

- 4) Provide processing of information materials for the CPSC Library and law collections and maintenance of collection inventory records.
 - a) The Contractor shall support the addition of information resources to the CPSC Library collection by processing all incoming publications, materials, and other items; labeling and stamping of publications added to the collection or re-cataloged; preparing charge-out cards for publications ordered for office use and distributing publications received to appropriate offices; maintaining serial, periodical, microform, and magnetic media/optical disk check-in records, maintaining the card catalog, and conducting an annual inventory of the collection.
 - b) Handling Incoming Mail: This function includes the daily opening and sorting of incoming mail, that has been delivered to the Library, date stamping incoming items as required, checking publications received against packing slips and/or invoices, and distributing incoming materials as required or directed.
 - c) Preparing Library Materials for the Collection: This function includes the typing and affixing of call number labels as required, removing old labels, pockets, etc., and the property stamping and inserting of specified materials into pamphlet binders.
 - d) Maintaining Serial and Periodical Check-in Records: This function involves the recording of data on periodicals and serial publication issues received; indication of shelf location and copy numbers on items checked in as required; claiming of missing items; distribution of items after check-in as specified; establishing check-in records for new serial titles; and adding new titles to appropriate inventory list.
 - e) Maintain Microform Check-in Records: This function includes checking microforms received against packing or shipping lists to make sure that all have been received, entering data visible record cards, claiming any missing items, marking microforms appropriately for filing and retrieval, and updating microform holdings database with new holdings information.
 - f) Conduct Annual Inventory of the Collection: This function includes taking an annual inventory of all cataloged publications, comparing actual holdings against shelf list records, rectifying discrepancies, and withdrawing publications as necessary.
- 5) Perform research tasks and provide assistance to CPSC professionals and administrative staff.
 - a) The Contractor shall, upon request, provide assistance and guidance to library users conducting research tasks by directing users to appropriate sources of data, including scientific and technical data bases available via

the CPSC Library and other local technical libraries such as the Library of Congress, National Library of Medicine, National Academy of Science, National Science Foundation, local medical schools and others; by assisting with and/or conducting searches for information, articles, and other data via these sources. This will require that the library technician possess a working knowledge of local libraries, library data sources, etc., and that the library technician interact with these libraries as necessary to execute inter-library loans and cooperative efforts as appropriate to fulfill the needs of CPSC users.

- b) The Contractor shall also recommend to the CPSC Project Officer, as appropriate, various ways to improve CPSC access to necessary data, either via in-house capabilities, subscriptions to outside data sources, and via other local technical libraries as described above. The Contractor shall also recommend, as appropriate, to CPSC ways to improve the efficiency and cost-effectiveness of library operations as a whole, and to manage the hard copy collection and other library resources.
- c) The Library Technician shall meet with Commission personnel, as designated by the Commission's project officer or Contracting Officer, to discuss immediate problem areas. The Library Technician shall respond within twenty-four (24) hours after notification of problems(s).
- d) Definitions
 - (1) Library - means the Consumer Product Safety Commission Library premises, including user areas.
 - (2) Library and Law Collections - means the composite of information and reference materials in any format or media maintained at the Consumer Product Safety Commission Library site.

9. LABOR SERVICES

a. GENERAL:

- 1) The Contractor shall provide labor services on an ongoing basis for the movement and transportation of furniture, supplies, equipment and provide other related moving and warehousing services, and driver services.
- 2) Contractor employees may be required to use CPSC owned and leased vehicles in the performance of duties.
- 3) The physical location of Commission buildings in which services under this contract are expected to be utilized are as follows:

4330/4340 East-West Highway, Bethesda, Maryland
11822 Coakley Circle, Rockville, Maryland
10901 Darnestown Road, Gaithersburg, Maryland

Additional buildings in the Washington, D.C. metropolitan area may be added at the Government's option based on Commission needs during the term of this contract.

- 4) The property to be moved is owned by the Government.

b. QUALIFICATIONS:

- 1) All labor services personnel who perform under this contract must
 - a) possess a valid Class B driver's license.
 - b) have at least an 8th grade education.
 - c) have sufficient skill to perform copy operator duties including the operating of equipment list in section C. 10. (Copy Center Services).

c. DUTIES:

- 1) Laborer
 - a) The services to be provided by the Contractor shall include, but are not be limited to the following: packing and/or crating of government property (with Government provided packing materials); disassembly and re-assembly of property, pick-up, loading and transportation of property from and to various locations; in-house delivery to designated room(s) and positioning within that new location; removal of packing and crating materials to a disposal pick-up point within the premises of the Government facility and other duties which are normally included in a complete moving service.
 - b) All non-expendable material handling or moving equipment shall be furnished by the Contractor. Equipment to be provided shall include but not be limited to: protection pads, weight belts, dollies, hand trucks, flatbed or platform trucks, as required. All material handling vehicles used in the interior of buildings must have rubber tired wheels and must be maintained free from grease and dirt.
 - c) The Contractor shall, when necessary, utilize Government provided protective materials (i.e. masonite, plywood, etc.) to protect those portions of building interiors to and from which property is to be moved under this contract, including the interior and outside facing of elevators used in connection with this contract.
 - d) The Contractor shall tape or otherwise protect all filing cabinet drawers (other than locked security files) against opening. The use of steel strapping for this purpose is prohibited, unless corrugated protective material is used to protect the finish of the item being moved.

2) Driver

- a) The Contractor shall provide all labor including, but not limited to lift-gate truck drivers and helpers to perform the services required under this contract. All Contractor personnel shall be experienced in the handling or movement of equipment, furniture and other materials and shall perform these duties in an orderly, timely and workmanlike manner. To the maximum extent possible, laborers assigned for this contract shall be the same personnel for the duration of the contract.
- b) When computers, printers, typewriters, calculators, and other machines of this type are to be moved by the Contractor, the Contractor shall pack the equipment in Government furnished cartons. The Contractor shall use Contractor provided, appropriate type, carts for moving this type of equipment. All property must be protected against inclement weather during loading and unloading operations. All property shall be moved in closed vans, trucks or trailers, that shall be locked during transit. The CPSC Project Officer may reject any of the Contractor's equipment during a move that may cause scuff marks on floor surfaces or mark walls, in corridors of the building at either present or new locations; or is in such condition that it is not capable of performing the job for which it is intended.
- c) The Contractor shall provide flexibility in furnishing personnel and equipment to accomplish contract objectives. Based on need, as determined by the CPSC Project Officer, different combinations of laborers, trucks and drivers may be required. CPSC anticipates frequent occasions where laborers will be needed, but no truck or driver will be required. When laborers are required they shall be familiar with CPSC tasks to avoid the need for continual re-training of new personnel. Drivers must be capable of driving CPSC leased or owned vehicles, as well as those provided by the Contractor as required.
- d) The Contractor shall provide labor services on an ongoing basis for the transportation of passengers on official business or travel to and from government buildings and other locations in the Washington Metropolitan area, including the airports.
- e) CPSC will not reimburse the Contractor for any traffic violations or parking tickets. CPSC will reimburse metered parking expenses, when government parking is not available, or similar costs which may be incurred in the performance of this contract with the approval of the Project Officer or Alternate Project Officer.

3) Other

- a) Labor Services personnel may occasionally be required to assist the copy center personnel in performance of their duties during peak workloads in the copy center or during minimum workload periods for the labor personnel. Therefore, the labor services personnel will be required to

have an acceptable level of skill, sufficient to operate both the Kodak 2110 and 701, with an understanding of the available duplicator features, including the ability to clear paper jams, and install fresh photocopying supplies.

- b) The Contractor's labor personnel shall provide for incidental janitorial service, i.e., trash pick-up, spillage cleanup, vacuuming, etc. The Government shall provide wet vacuum and/or any required equipment for the performance of these requirements.
- c) Under normal circumstances, the majority of the work will require only one (1) person. The individual proposed as the laborer shall also be the designated truck driver.

10. COPY CENTER SERVICES

a. GENERAL:

- 1) The Contractor shall provide operator services on an ongoing basis at the CPSC Copy Center. The Contractor shall provide one (1) person, whose primary duties shall be performing photocopying, utilizing a microcomputer to perform technical photocopying operations and related duties. If the permanent operator is not available to work, the Contractor shall notify the project officer immediately and then provide a substitute operator to maintain the total photocopying work force at one person at all times. Substitutes shall not work more than five (5) consecutive working days without approval of the Project Officer.
- 2) The Government may, if deemed necessary, require that the Contractor be furnish at a minimum, one additional contract employee to act as an equipment operator with the same qualifications as previously stated by the terms of this contract. If such a requirement is deemed necessary, the Contractor shall furnish one additional contract employee within two (2) working days after receiving written notification from the Government Project Officer that an additional employee is required.
- 3) The Copy Center shall be maintained as a secure Controlled area and the Contractor shall not permit unauthorized persons to enter. The Contractor shall lock-up the Copy Center areas when unattended.

b. QUALIFICATIONS:

- 1) The Contractor shall provide competent personnel (permanent and any temporaries) who can perform a routine level of maintenance or repair, clearing paper jams, and identifying and remedying other problems impeding quality and quantity of production. Contractor personnel shall also have knowledge of quality control techniques that will minimize or eliminate wasted paper.
- 2) All Copy Center Contractor Personnel furnished shall as a minimum have received training from Canon on the Canon 1150 Color and 600 copiers, and Xerox 490ST copier, and have at least 30 days working experience with Canon,

Kodak, and Xerox duplicators. Their working knowledge of the equipment should include the ability to load paper, clear jams, and produce clear, clean, aligned and colored copies in all formats that the Cannon and Kodak duplicator can produce. The knowledge and ability to properly operate the collating and stapling functions of the equipment in assembling copying jobs, as well as utilizing other equipment functions is a part of this knowledge.

- 3) Copy Center Contractor Personnel shall have the knowledge and ability to monitor and operate a micro computer and state-of-the-arts software to process data and perform technical operations involved in transferring electronically sent documents for photocopy.

c. DUTIES:

- 1) The services performed, and associated equipment to be used, include but are not necessarily limited to, the following:

EQUIPMENT	TYPE OF SERVICE
I) Xerox 490 ST	Operator Service
II) Canon Color 1150	Operator Service & Technical Operations
III) Canon 600	Operator Service
IV) Savin 9500 (Walk UP)	Operator Service
V) Kodak 2085 (Walk UP)	Operator Service
VI) Paper Drill, 3-hole, Loose-leaf binding Spinnit	Operator Service
VII) Wire Stitcher, Boston	Operator Service
VIII) Plastic Binding, Loose leaf leaf binding Systems, IBICO, EBK21	Operator Service
IX) Micro Computer	Technical Operations

- 2) The Contractor shall provide minor remedial or corrective maintenance, including adjustments, to ensure continued operation of all walk-up copiers that are located on each floor. Operator shall follow the equipment manufacturer's recommended procedure for normal maintenance adjustments and supplies.
- 3) The Contractor shall ensure that all copies produced by its personnel will meet the following standards of quality:
 - a) all copies shall align identically with the original, and make appropriate color adjustments for originals with color print, pictures, graphics, etc.;
 - b) backgrounds shall be clear;
 - c) foreground shall be legible;
- 4) When required, copies shall be assembled and stapled in the order specified by the initiating office.

- 5) All jobs shall be copied two-sided unless otherwise specified.
- 6) Copyrighted material shall be reproduced only when specifically approved by the CPSC Project Officer.
- 7) Small copy requests, of 45 impressions or less, will not be accepted by the Contractor staff. These small copying jobs will be done by the requestor at one of the walk-up copiers stationed on each floor.
- 8) Copy requests (in excess of 45 impressions) will be ordered by CPSC personnel via submission of a CPSC Form 180 (Local Duplicating Service Requisition) to the Copy Center. Copy requests that do not exceed 200 impressions shall be completed by the Contractor in accordance with the priority order procedures specified in the Copy Center Standard Operations Procedures (SOP). Copy requests over 200 impressions, shall be completed by the Contractor within eight (8) working hours after receipt of a CPSC Form 180 by the Copy Center unless waived or extended via separate operative orders by the CPSC Project Officer or the Alternate Project Officer. The Contractor shall telephone requestors to pick up completed jobs.
- 9) The Contractor shall refer jobs that are 25,000 or more copies to the CPSC Printing Officer for printing by the Government Printing Office (GPO).
- 10) The Contractor shall ensure that all procedures established for the copying of "official use only" and "proprietary information" are adhered to. These procedures are contained in the Copy Center SOP, dated March 3, 2003.
- 11) If, due to operator error or oversight, a job run does not meet the quality standards as defined above, it will be rerun at no expense to the Government. Any regular time or overtime necessary to rerun an unacceptable job will be at no expense to the Government. The cost to rerun the job shall appear as a credit from the Contractor to the Government on the next invoice. The credited amount shall consist of:
 - a) the cost of paper; and
 - b) related machine costs; and
 - c) the contract hours required to rerun the job.
- 12) Contractor personnel shall review electronically sent documents, determine equipment setup required for the best quality of copies, initiate changes to document format in order to print document according to sender's instructions, and follow manufacturer's and agency information technology software instructions to send an electronic document from the agency's network environment to Cannon 1150 micro processor and copier (ColorPass Z40) for final duplication.
- 13) No personal papers of any kind shall be reproduced.

11. SHIPPING AND RECEIVING (Supervisory)

a. GENERAL:

The Contractor shall provide shipping, receiving, and transportation services on an on-going basis for deliveries that are not classified as mail, and require inspection and acceptance. The Contractor shall provide transportation services of furniture, equipment, supplies and materials, and passengers to various designated stops. The individual performing these tasks has also been identified by the Contractor as the on-site supervisor. Personnel performing this function may also perform tasks which they supervise, including labor, mailroom and copy center services.

b. QUALIFICATIONS

The Supervisor shall have demonstrated competent supervisory ability by successful experience of at least one year in a similar capacity and position as a full-time supervisor. Must meet the qualifications described in SECTIONS - B 7, 8, and 10.

c. DUTIES:

1) Supervisory Duties

- a) The Shipping/Receiving Clerk is assigned as the on-site supervisor to this contract. Supervision shall entail the continuous oversight of all work under this contract, including work scheduling, monitoring contractor employees' performance, problem-solving, prioritizing, and providing back-up employees.
- b) The Supervisor shall maintain daily communication with the CPSC Project Officer and COTRs as necessary to resolve any procedural problems, to report any equipment malfunctions, and to implement such requests or instructions as may effect the operation of the services during the daily working period as set forth under the terms and conditions of this contract.

2) Shipping/Receiving

- a) The Shipping/Receiving Clerk shall receive, unload, ship, store, and process incoming shipments of property, equipment, supplies, etc. Duties include, but are not necessarily limited to the following:
 - (1) Ensure that all shipping and receiving transactions are properly documented and that quantities and contents are consistent with accompanying documents. Deliver incoming shipments to ordering or receiving offices.
 - (2) Pick up outgoing shipments from shipping office and take to mailroom for proper postage and/or inter-building distribution. After items for shipment are selected, assure that items ready for shipment are properly assembled in the loading area according to

information provided on the shipping request. Check the condition of shipping containers prior to loading.

3) Other Duties:

- a) The Shipping/Receiving Clerk shall be required to perform laborer services as outlined in this SOW whenever the services of additional laborers or drivers are required, including but not limited to lift-gate truck driver.
- b) The Shipping/Receiving Clerk shall be required to perform copy operator and mailroom services as outlined in this SOW. The Shipping/Receiving Clerk shall ensure coverage at all times in the Copy Center and Mailroom.

12. MAILROOM AND SHUTTLE SERVICES

a. GENERAL:

The Contractor shall provide a total of two full-time employees to perform the mailroom receiving and distribution functions, and shuttle and messenger services.

b. QUALIFICATIONS:

- 1) The Contractor's on-site employees shall be bonded in the amount of \$10,000.00 to handle the Government's mail, which will include Government checks. The Contractor shall provide a copy of each bonding document.
- 2) The Contractor shall provide qualified personnel and replacement personnel during any absences of regular employees for any reason. These persons are expected to perform the responsibilities of the regular staff.
- 3) The Shuttle Driver/Messenger shall possess a valid MD, D.C. or VA driver's license, have a good driving record (proof required), and demonstrate overall competence in all aspects of motor vehicle operation. The Shuttle Driver/Messenger shall be familiar with and have a good working knowledge of the Greater Washington Metropolitan areas, primary and secondary roads and streets, as well as the Capital Beltway. The Shuttle Driver/Messenger shall be able to locate all mail stops, product sample stops, ad hoc addresses, and addresses required for pickup or delivery of passengers. The Shuttle Driver/Messenger shall be capable of identifying locations within the Washington, D.C. area on a map. The Shuttle Driver/Messenger shall be able to speak, read, and write in English. The Shuttle Driver/Messenger shall exercise good judgment, such as calling the contract supervisor if a location or delivery point cannot be found.

c. MAILROOM DUTIES:

- 1) The Contractor shall maintain the mailroom in a neat, orderly and professional manner at all times. Visible areas, drawers, cabinets, shelves and other areas shall be neat, organized and uncluttered.

- 2) Mailroom staff shall operate the mailroom as a restricted area at all times. There shall be absolutely no unofficial business or personal visits in the mailroom at any time. The mailroom shall be attended at all times when open and, when unattended, the door shall be labeled closed and the door shall be locked at all times.
- 3) Mailroom staff shall process all incoming mail, packages, and parcels, ensuring that they are properly screened using the HI-SCAN 6040A X-RAY inspection system, prior to distribution to recipients. They shall notify the Project officer regarding any suspicious items noted doing scanning.
- 4) The mailroom staff shall operate the telefacsimile equipment utilized by the Commission, including the programming of the equipment to designate transmission addresses. At present, the Commission is utilizing a Panafax UF-755 facsimile machine.
- 5) The Mailroom Clerk shall be on duty at the CPSC mailroom and shall be responsible for over-all production and quality of work. The Mailroom Clerk shall maintain daily communications with the CPSC Project Officer as necessary to resolve any procedural problems, to report any equipment malfunctions, and to implement such requests or instructions as may affect the operation of the mailroom during the eight-hour working period, as set forth under the terms and conditions of this contract.
- 6) The Mailroom Clerk shall promptly notify the on-site supervisor in the event that the mailroom Clerk cannot arrive by 8:30 a.m. on any given day. The Mailroom Clerk shall maintain stock levels at all times for such essential materials that may be required to efficiently operate and perform maintenance and operative functions. The Mailroom Clerk shall notify the Contractor on-site supervisor or designee when additional supplies are needed.
- 7) Daily Work Load: Upon arrival, the Mailroom Clerk shall sort all mail left in the mailroom from the previous day. Outgoing mail shall be processed first including all certified mail. All outgoing mail is to be metered according to mailroom procedures for pick up by the Postal Service. Intra-building mail is to be sorted for pick up by Offices and Directorates. Sorting includes "All Employee" or other mass distributions. All mail to the three CPSC regional centers will be consolidated and sent via overnight mail to each of the three centers.
- 8) Handling Incoming Mail
 - a) The U.S. Postal Service mail is delivered daily at approximately 1:00 p.m., Monday through Friday. The time may vary depending on the U.S. Postal Service workload and weather conditions. When mail is delivered, the Clerk shall take all the mail sacks and packages into the mailroom. All accountable mail shall be signed by the Clerk at the time of delivery by the Postman. The clerk shall then process all incoming materials through the HI-SCAN 6040 X-RAY inspection system. No material shall be left for scanning until the next day. Nothing shall be distributed to recipients until

scanned. Once scanned, the Clerk shall stack boxes out of the way for later sorting and delivery. The Clerk shall repeat this procedure until all incoming materials are scanned. Once all mail is scanned, the Clerk shall sort the bag mail. The Clerk shall then check and log the accountable mail.

- b) The Clerk shall sort the mail for CPSC Headquarters by organization for delivery. The mail bins and mailcarts are labeled with the organizational code of the Office or Directorate(s) serviced. The room number (mail stop) of that Office or Directorate is also stated on the label.
 - c) When sorting the mail, the Clerk shall pay close attention to the Division name as well as the room number. For instance, if an article comes in for the Division of Information Systems, Room 506, put it in the bin marked ISIS Room 506 because it is the central point for that mail. If an article is received with only the name of an individual, but not his/her Division or Room number, the Clerk shall refer to the CPSC Directory for the Division and Room number. Envelopes identified as "Routine Mail" are to be opened and the contents are to be distributed according to the route slips that are attached to the material enclosed in the envelope.
- 9) Handling of Outgoing Mail: If these procedures change because of changing U.S. Postal Service requirements or for any other reason, the Project Officer will so instruct the Contractor on-site supervisor and revised procedures will be discussed and implemented.
- a) The Clerk shall adhere to procedures outlined in the Mailroom Standard Operating Procedure (SOP), for operating and securing mail metering equipment. The Clerk shall be responsible for preparing and sending out Official mail for the Commission. The Clerk shall not process personal mail. The mail is picked up and delivered daily by the U.S. Postal Service at approximately 1:00 p.m. The time may vary due to workload and weather conditions.
 - b) The Clerk shall ship all mail, with the exception of boxes, in mail trays. No order or pre-sort is required.
 - c) The following is a brief description of the uses and rules regarding the different classes of mail utilized:
 - (1) The Clerk will check all CPSC Headquarters outgoing correspondence to ensure that sender's routing symbol is included on the envelope's return address.
 - (2) The Clerk shall process all outgoing mail pieces in accordance with the rates that are outlined in the Standard Operating Procedures (SOP).

- (3) Stop 300 or Superintendent, Office of Misdirected Mail Services (Sup't. OMMS) is for misdirected mail. If the misdirected mail has the CPSC zip code (20207) it must be crossed out before depositing it in the sack. If the misdirected mail is for a person who formerly worked for CPSC, check the forwarding address list over the sack rack, if there is no position title and/or organizational address. If the forwarding address is not listed, the Clerk shall draw a line through the address and item shall be stamped "RETURN TO SENDER." The reason for returning the items shall also be stated (Moved - Left No Forwarding Address, or NFA for short). If the forwarding address is listed, the incorrect address shall be crossed out and the correct address stated. Certified Mail may be returned in this manner but misdirected Registered Mail shall be returned by Registered Mail to the Register Section of the Main Post Office.

10) Handling Incoming Certified and Registered Mail

- a) Upon delivery of the Certified/Registered Mail by the Postal Service, the PS Form 9115 shall be signed by the Clerk.
- b) The Clerk shall return excess sacks and locks to the Post Office by putting them in a sack of outgoing mail.
- c) For Certified/Registered mail, the mail clerk shall complete a PS Form 3854 that lists the Certified/Registered numbers. The Clerk shall inspect each article and assure that it is listed on the PS Form 3854. If there is a discrepancy in the listing, the Clerk shall note the correct numbers on the PS Form 3854. Registered mail that is received erroneously shall be returned to the Registered Section of the Mail Post Office, 900 Brentwood Road, N.E., Washington, D.C. 20018, via Registered Mail. The PS Form 3854 shall be filed under "Registered Dispatch Receipts."
- d) The Clerk shall log in each article in the appropriate book by noting the Certified/Registered number, the date, the time, and his/her signature. The Clerk shall call each recipient to notify them of the item to be picked up. The Clerk shall require the addressee or someone in the addressee's office to sign the log book upon receipt. The receipt card (PS Form 3811), which is attached to each article, shall also be signed and dated by the recipient. The receipt card shall be returned to the sender. The log book shall be locked up in the file cabinet at the end of the work day.

11) Handling Outgoing Certified Mail

- a) The Clerk shall be responsible for securing the Certified Mail book in the file cabinet and locking the cabinet at the end of each work day.
- b) Each piece of Certified mail shall be assigned a number from the FIRM Mailing Book for Certified Mail, PS Form 3877 (in triplicate). The Clerk shall issue the number following the one last issued. The Certified

numbers for the Commission are 92000 through 92499. Once 92499 is issued, start again with 92000. Next to the number being issued, the Clerk shall write the name and address of the person to receive the article and date. The Clerk shall stamp the face of the article with the certified stamp and include the Certified number below it.

- c) Certified mail shall be deposited in the appropriate mail tray according to size. Once the receipt card is received back in the mailroom, the Clerk shall place a check mark in the right hand column of the number that was issued and shall return the receipt card to the sender.
- 12) Handling Outgoing Express Overnight Mail Delivery Service: The Clerk shall prepare orders for Express Overnight mail service each afternoon by 4:30 p.m. The Clerk shall retain and file a receipt for each piece shipped. The Clerk shall only accept items for Express Overnight mail that have been signed by the designated CPSC Authorizing Official in the shipper's signature area of each shipping label. The mail will be left for pickup in the area of the customer pick up window.
- 13) Incoming Express Mail
- a) Express Mail requires a signature upon delivery to the Mailroom. The packages shall be logged into the log book marked Express Mail. The serial number assigned to the package, the date and time of receipt and the signature of the employee logging the information shall be recorded.
 - b) Upon delivery to the addressee, the Clerk shall require the addressee or a person in the addressee's office to sign the Mail Receipt log book accepting receipt. The Clerk shall notify the recipient of Express packages as soon as possible after receipt in the mailroom.
- 14) Commercial Parcel Carriers: Commercial Parcel Carriers and mail couriers deliver items daily to the CPSC Mailroom. Upon delivery, the Clerk shall verify the items received before signing the carrier's log. The Clerk shall log each item on the "Shipments Received Weekly by CPSC Bethesda Mailroom" log and call each recipient notifying them of the item to be picked up. Each item shall be signed for on the same log sheet in the "Disposition" column by the individual picking up the item. These log sheets shall be given to the CPSC Project Officer upon request.
- 15) Orders for Postal and Office Supplies: To order additional mail trays or return receipt forms (PS Form 3877), the mail Clerk shall contact the Post Office Customer Services Department.
- 16) Telecommunications
- a) The Clerk shall be responsible for the coordination, recording and transmission of telefacsimile messages. The Clerk will receive message transmission requests from CPSC staff with appropriate approval on CPSC form 285. The Clerk shall check each CPSC Form 285 (Message

Transmission request) to ascertain that all information is included. The Clerk shall telefax (send) the messages to the designated location(s) via the government furnished equipment.

- b) The Clerk shall retrieve incoming messages from the automated telefax equipment and promptly notify the receiving office. The Clerk shall promptly notify the Contractor on-site Supervisor of any breakdown in the equipment. The Contractor on-site Supervisor will notify the CPSC Project Officer.
- c) The Clerk shall ensure that the special procedures established for the transmittal and receipt of official and proprietary information via facsimile are adhered to. These procedures are outlined in the Standard Operating Procedures (SOP) provided to the Clerk.
- d. SHUTTLE/MESSENGER DUTIES: The Contractor shall provide a Shuttle Driver/Messenger. Duties shall include, but shall not necessarily be limited to the following:
 - 1) The Contractor shall provide pick-up, transport and delivery during the daily scheduled mail trip(s) or upon request of the Project Officer of the following:
 - a) Official U.S. Postal Service Mail
 - b) Inter-office Mail
 - c) CPSC Product Samples
 - d) Passengers
 - e) Recycling boxes at the Laboratory Site
 - 2) In the event the Shuttle Driver/Messenger is unable to perform these tasks for any reason, the contractor shall provide replacement staff to perform these tasks.
 - 3) Official U.S. Postal Mail; and Inter-office Mail shall be picked up and delivered to various locations, as identified in paragraph 13) below.
 - 4) Product samples shall be picked up from and/or delivered to six possible metropolitan locations as follows:
 - a) Four (4) at the CPSC Headquarters;
 - b) One (1) at the CPSC Engineering Laboratory; and
 - c) One (1) at the CPSC Sample/Warehouse Facility on a schedule, as provided by the CPSC Project Officer.
 - 5) Passengers shall be picked up from and delivered to various locations, as needed, upon request of the CPSC Project Officer.
 - 6) The Shuttle Driver/Messenger shall take all necessary precautions to ensure the safety of passengers, mail, and product samples.
 - 7) The Shuttle Driver/Messenger shall ensure that the product samples are in a securely sealed container (i.e. boxed/padded envelope and taped) upon receipt

from the transferor and that they are protected from weather, damage or loss and are delivered in good condition to the transferee.

- 8) The Shuttle Driver/Messenger shall sign and/or complete or cause to be signed and/or completed by both the transferring and receiving parties, as appropriate, either CPSC form #134, Mail/Shuttle Sample Transfer Form, logs, receipts, delivery notices, records, journals or any other system of tracking required by CPSC.
- 9) The Shuttle Driver/Messenger shall utilize the following Government Furnished Materials and Equipment, as appropriate to pick up product samples and transport to and from vehicle:
 - a) push cart;
 - b) flat bed cart;
 - c) mail cart; and
 - d) hand truck.
- 10) Product samples shall always be secured to prevent tampering and shall never be left unattended if not secured.
- 11) The Shuttle Driver shall collect recycling boxes from the laboratory buildings at least once a week and replace them with empty boxes. Recycling material shall be delivered to the mailroom for collection by building management.
- 12) The described pick-up and delivery services shall be executed under the CPSC Standard Operating Procedures (SOP) for the Mailroom. However, the CPSC Project Officer retains the right to reschedule, modify, superimpose, or eliminate any pick-up or delivery order or portion thereof. Such rescheduling or redirecting may be done without prior notice.
- 13) The Contractor shall provide messenger service via a morning trip and an afternoon trip between the Consumer Product Safety Commission and other locations (with estimated frequencies) as set forth below:
 - a) Bethesda Office (B)
Mailroom, 4340 East-West Highway
Point of Origin
 - b) Laboratory Sciences
Division of Engineering &
Division of Chemistry
10901 Darnestown Road
Building B & H
Rockville, Maryland
Daily A.M.
 - c) Warehouse (CC)
Shipping and Receiving Facility
11820 Coakley Circle
Rockville, Maryland
Daily A.M.

- d) Office of Personnel Mgmt. 3-4 Times Monthly
1900 E. Street, N.W. P.M.
Washington, D. C.
(Various Offices)
- e) General Accounting Office 3-4 Times Monthly
441 G Street, N.W. P.M.
Washington, D.C.
- f) Food and Drug Administration 3-4 Times Monthly
Parklawn Building P.M.
5600 Fishers Lane
Rockville, Maryland
(Various FDA Offices)
- g) U.S. Government Printing Office Daily P.M.
North Capitol & H Street, N.E.
Washington, D.C.
- h) U.S. Post Office Daily P.M.
North Capitol & H Streets, N.E.
Washington, D.C.
- i) Federal Register Office 3-4 Times Weekly
800 North Capitol St., N.W. P.M.
7th Floor, Suite
Washington, D.C.

- 14) The following is a daily schedule for the shuttle driver, but is subject to change with prior notification:

LOCATION	TIME LEAVING LOCATION
a) Bethesda	8:35 a.m.
b) Laboratory Sciences Division of Engineering & Division of Chemistry	9:25 a.m. to 10:00 am
c) Computer Ctr., FDA Parklawn Bldg.	10:40 a.m.
d) CPSC Warehouse	11:00 a.m.
e) DELIVERY OF PACKAGES & COMMISSIONERS' MAIL	11:30 a.m. to 12:00 noon
f) LUNCH BREAK	12:00 Noon to 12:30 p.m.
g) Bethesda	1:00 p.m.

- h) Deliver & Pick-up at OPM, 1:00 p.m. to 2:00 p.m.
to GAO, GPO, Post Office
 - i) DELIVERY OF PACKAGES & 2:30 p.m. to 3:00 p.m.
COMMISSIONERS' MAIL
 - j) SPECIAL MESSENGER 3:00 p.m. to 4:00 p.m.
DELIVERIES
- 15) The Shuttle Driver/Messenger shall leave all mail items that are not delivered for any reason in the mailroom at the end of each delivery schedule. Mail from the previous work days shall be picked up at 8:30 a.m. the following work day and delivered as addressed.
 - 16) The Shuttle Driver/Messenger shall be responsible for the delivery of CPSC Commissioner's mail and miscellaneous packages directly to their offices at times prescribed by the Project Officer. In the event the messenger is unable to perform this task for any reason, the Mail Clerk shall perform tasks as required.
 - 17) The Shuttle Driver/Messenger shall be responsible for the delivery of general CPSC mail, miscellaneous packages and Product Samples to the appropriate off-site locations, as required by the Project Officer. These deliveries are not covered during the regularly scheduled mail runs. In the event the messenger is unable to perform this task for any reason, the Mail Clerk shall perform tasks as required.
 - 18) The Shuttle Driver/Messenger shall, upon request from CPSC, appear in court. The purpose would be to provide testimony on, while in the possession of the Shuttle Driver/Messenger, the chain of custody for Official CPSC samples, Standard Operating Procedures for handling and delivery of product samples and sample integrity. The pay rate for this requirement shall be the same as Shuttle Driver/Messenger. The Contractor shall be able to contact each employee who has served as the Shuttle Driver/Messenger(s) for up to two years after the services are terminated with the Contractor.
 - 19) The Shuttle Driver/Messenger shall, upon return from a product sample delivery run, immediately report to the Contractor on-site supervisor of non-delivery of any product samples.
 - 20) The Contractor shall not be required to transport hazardous materials such as fireworks.

e. SHUTTLE DRIVER OVERTIME

- 1) On occasion, Driver services may be required before or after regular tour of duty hours. The CPSC Project Officer or alternate will notify the Contractor of this requirement. Notification will be given no less than 2 hours before such service is required. The Driver will be paid at the overtime rate based on the number of hours of approved overtime service provided.

f. DRIVER TOUR OF DUTY:

7:30am – 4:00pm

g. TYPES OF OVERTIME:

- 1) Overtime service is defined as hours worked in excess of 8 hours per day, exceeding 40 hours per week. The three types of overtime that may be authorized under this contract are:
 - a) Overtime running consecutively from the end of the regular tour of duty.
 - b) Overtime running consecutively to the beginning of the regular tour of duty.
 - c) Overtime which starts after a break between the end of the regular tour of duty and the beginning of the overtime service.
- 2) When overtime service is scheduled to begin two (2) hours or later after the Driver has ended the regular tour of duty and must return to CPSC Headquarters, the Project Officer may authorize:
 - a) overtime to be billable from the time the Driver leaves their residence to return to CPSC Headquarters until they return to their residence. If authorized, a fixed allowance of one hour of commuting time each way from the Driver's residence to CPSC and/or from CPSC to the Driver's residence would be billable in addition to hours actually worked.
 - b) the Contractor to invoice for either Metrorail, bus or Taxi usage by the Driver from and to their residence and CPSC Headquarters.
- 2) When overtime service is scheduled to begin within two (2) hours after the Driver has ended the regular tour of duty, the Project Officer may elect to have the Driver remain at Duty Station on overtime performing other work until driving services are actually required.
- 3) If driving service is required before regular or core hours begin, the overtime rate will begin when the Driver reports to CPSC Headquarters and ends at the beginning of the regular or core hours.
- 4) When overtime service is scheduled to begin prior to regular tour of duty hours or when overtime service ends late at night, the Project Officer may authorize:
 - a) the Driver to take the Government vehicle home the night before early Overtime service is required with regard to official travel of CPSC personnel, or
 - b) the Driver to take the Government vehicle home following late night overtime service relating to official travel of CPSC personnel, with the

vehicle to be promptly returned to CPSC Headquarters the following morning by the beginning of the regular tour of duty.

h. VEHICULAR POSSESSION

- 1) Generally, the Driver is not allowed to take a Government owned or leased vehicle home. The Project Officer may make an exception when it is determined that circumstances are such that it is in the best interest of the Government to have the Driver take the Government leased vehicle home the night before an early morning pick-up of senior CPSC staff.
- 2) Prior approval must always be obtained from the Project Officer before the Driver may take the Government owned or leased vehicle home. If approval is obtained, the Driver shall proceed directly to their home with the vehicle with no intervening stops. The next day the Driver shall proceed with the vehicle directly to the passenger pick-up point and then to the required destination(s). Aside from refueling, no intervening stops are authorized. The vehicle must be promptly returned to CPSC Headquarters upon conclusion of the approved transportation. The Driver may receive this authorization for next day passenger pick-up for official Government travel only.

i. REIMBURSABLE EXPENSES

- 1) Public Transportation

The Contractor may be entitled to reimbursement for the cost of public transportation from the closest bus stop or Bethesda Metro to the bus stop or metro station closest to the driver's home.

- 2) Taxi service

If overtime service is required during a time period when is not available, the Contractor may be entitled to reimbursement for the cost of a taxi to the driver's home.

j. REIMBURSEMENT

- 1) Reimbursable expenses are limited to those that were approved in advance of incurring costs, by the CPSC Project Officer and may include the cost of public transportation and taxi usage for time periods when public transportation is not readily available.
- 2) If the Contractor intends to invoice the Government for either public transportation or taxi usage, legible, identifiable transportation receipts must accompany the invoice. Scraps of paper, matchbook covers, etc. don't constitute acceptable forms of receipt.
- 3) Arrival and departure from the Federal facility must be recorded on the time clock at the facility.

SECTION D – (RESERVED)

SECTION E - INSPECTION AND ACCEPTANCE

1. INSPECTION AND ACCEPTANCE

- a. Acceptance/rejection of deliverables will be based on conformance with the Performance Based Statement of Work. Any corrections or adjustments necessitated by the Contractor's failure to comply with the specifications shall be made at no additional cost to the Government.
- b. Acceptance/rejection of deliverables will be transmitted to the Contractor by the Project Officer, in writing, within ten (10) working days after inspection of deliverables.

SECTION F – DELIVERIES AND PERFORMANCE

1. PERIOD OF PERFORMANCE

The basic period of performance of this contract shall begin on October 1, 2003 and shall continue through September 30, 2004, unless the Government exercises its right to extend the term of the contract pursuant to Section I, 52.217-9, Option to Extend the Term of the Contract. This contract includes one base year, four option years, and five potential award term incentive periods.

2. HOURS OF OPERATION

- a. The Contractor shall provide support between the hours of 8:30a.m. and 5:30p.m. (Eastern Time), Monday through Friday excluding holidays. The Contractor shall ensure that the facility services operations are staffed during these hours.
- b. Included in each tour of duty is a 30 minute lunch break unless otherwise noted.

1) Library Technician (No lunch break)	10:00am - 2:00pm
2) Laborer	7:30am - 4:00pm
3) Copier Operator	8:30am - 5:00pm
4) Supervisory Shipping/Receiving Clerk	7:00am - 3:30pm
5) Mail Clerk	7:30am - 4:00pm
6) Shuttle Driver/Messenger	8:30am - 5:00pm
- c. All Contractor employees shall use the Government provided electronic time clock upon arrival and at departure. The time clock will be located in the Division of Administrative Services, Room 520, 4330 East-West Highway, Bethesda, Maryland. Contractor employees are not required to clock-in/out during 30 minute lunch breaks, which are unpaid. No other breaks are authorized.

- d. The Contractor shall provide adequate personnel coverage each CPSC workday, except for the following Federal holidays, plus any other days designated as Federal Holidays.

- 1) New Year's Day
- 2) Martin Luther King Jr. Day
- 3) Presidents' Day
- 4) Memorial Day
- 5) Independence Day
- 6) Labor Day
- 7) Columbus Day
- 8) Veteran's Day
- 9) Thanksgiving Day
- 10) Christmas Day
- 11) Inauguration Day (in applicable years)

3. **REPORTING REQUIREMENTS:** The Contractor shall submit the following reports to the Project Officer:

- a. Bi-weekly Reports (verbal or written) (Basic Contract Period and Option Periods)
- 1) Problems, questions and/or comments about any aspect of the services.
 - 2) Recommendation(s) for improved efficiency for the operation of the following:
Mailroom
Copy Center
Library
Receptionist Services
Mail and Shuttle Services
Shipping/Receiving and Transportation Services
Labor Services.
 - 3) UPS log sheets.
- b. Monthly Reports (Basic Contract Period and Option Periods)
- 1) Format - the report(s) shall be in the following format:
 - a) 8-1/2" x 11" bond paper;
 - b) Typewritten and reproducible; and
 - c) Provide the contract number and the name of the Contractor.
 - 2) Content - similar content as required for Bi-weekly Reports, plus:
 - a) Inventory of supplies, forms, etc.
 - b) Summary of Certified and Registered Mail, Airborne Overnight Mail Express and Federal Express Mail and United Parcel Service (UPS) logged during the previous month.

- c) Meter readings from all copiers.

G. CONTRACT ADMINISTRATION

1. PAYMENT

- a. Payment will be made in accordance with the Prompt Payment Act (P.L. 97-177).
- b. Final Payment will be made only after delivery and acceptance of all services and items required by this contract.
- c. Payment will be made in accordance with paragraph 'a' above after receipt of a proper invoice as defined in G.2., BILLING INSTRUCTIONS, except as follows:

"When a time discount is taken, payment will be made as close as possible to, but not later than, the discount date. Discounts will be taken whenever economically justified."

2. BILLING INSTRUCTIONS

- a. Pursuant to the Prompt Payment Act (P.L. 97-177), all Federal agencies are required to pay their bills on time, pay interest penalties when payments are made late, and to take discounts only when payments are made within the discount period.
- b. To assure compliance with the Act, vouchers and/or invoices shall be submitted on SF 1034, Public Voucher for Purchases and Services Other than Personal, and Continuation Form 1035 (or any acceptable form of the Contractor's choosing) in ORIGINAL AND FOUR (4) copies on a monthly basis. As a minimum, each invoice shall include:
 - 1) The name of the business concern.
 - 2) Taxpayer identification number.
 - 3) The voucher/Invoice number and date.
 - 4) The contract number, and any other authorization for delivery.
 - 5) Accounting and appropriation data.
 - 6) Description, price and quantity of goods or services actually delivered.
 - 7) Labor hours billed by labor category (if applicable).
 - 8) Other direct costs, with sufficient detail to determine allowability and acceptability of charges (if applicable).
 - 9) Travel costs, with applicable receipts and adequate detail to permit review/approval of costs (if applicable).
 - 10) Shipping cost terms (if applicable).
 - 11) Payment terms.
 - 12) Other substantiating documentation or information as specified in the contract or purchase order.
 - 13) Name, where practical, title, phone number, and complete mailing address of responsible official to whom payment is to be sent.
- c. Invoices not submitted in accordance with the above-stated minimum documentation may not be processed for payment until complete documentation is received.

- d. Vouchers/invoices shall be sent to:

Ms. Cecelia R. Smith, Agency Payment Officer
Consumer Product Safety Commission
Division of Financial Services, Room 522
Washington, D.C. 20207-0001
(Phone: 301-504-0018)

- e. Inquiries regarding payment should be directed to the above-named payment officer. Problems related to the late payment of an invoice should be directed to:

Ms. Deborah Hodge, Prompt Payment Officer
Consumer Product Safety Commission
Division of Financial Management, Room 522
Washington, D.C. 20207-0001
(Phone: 301-504-0018)

- f. SF 1034 and 1035 forms will be furnished by CPSC, Division of Procurement Services, upon request of the Contractor.

3. METHOD OF PAYMENT

Payments by the Government under this contract will be made by check or electronic funds transfer (EFT) at the option of the Government.

4. WITHHOLDING OF CONTRACT PAYMENT

Notwithstanding any other payment provision of this contract, failure of the Contractor to perform or deliver required reports, work, supplies, or services when due, will result in the withholding of payments under this contract unless such failure arises out of causes beyond the control, and without the fault or negligence of the Contractor. The Government shall promptly notify the Contractor of its intention to withhold payment of any invoice or voucher submitted.

5. PROJECT OFFICER DESIGNATION

a. PROJECT OFFICER

Marcia Fulham of the Commission's Division of Administrative Services, has been designated as the primary Government Project Officer for this contract. Iris Parks of the Commissions Division of Administrative Services, has been designated as the primary alternate Government Project Officer. These individuals may be reached on (301) 504-7091. In addition to the above, subordinate alternate Project Officers and their specific areas of responsibility are listed below:

b. ALTERNATE PROJECT OFFICERS - AREA OF RESPONSIBILITY

Reynaldo Garcia	(301) 504-7113	Shipping and Receiving Services
Vicky Middleton	(301) 504-7112	Laborer Services

Wandy Spinner	(301) 504-7111	Library Services
Iris Parks	(301) 504-7078	Mailroom/Shuttle/Messenger
Iris Parks	(301) 504-7078	Copy Center

c. PROJECT OFFICER RESPONSIBILITIES:

- 1) Maintaining an arms-length relationship with the contractor in the interest of procurement integrity as well as sound contract management.
- 2) Keeping the Contracting Officer fully informed of any technical or contractual difficulties encountered during performance.
- 3) Assuring the Contracting Officer that the Contractor is performing the technical requirements of the contract in accordance with the contract terms, conditions and specifications.
- 4) Informing the Contractor of failures to comply with the technical requirements of the contract, and informing the Contracting Officer of any failures to do so, particularly if the Contractor does not make corrections.
- 5) Coordinating site entry for government personnel, if applicable.
- 6) Ensuring that all required items, documentation data, and/or reports are submitted as required by the contract.
- 7) Monitoring the Contractor's technical progress, including surveillance and assessment of performance, and notifying the Contracting Officer within one week when deliverables (including reports) are not on schedule in accordance with Section F.3., Reporting Requirements;
- 8) Performing technical evaluation as required, assisting the Contractor in the resolution of technical problems encountered during performance;
- 9) Performing inspection and acceptance of all work required under the contract, including the review and approval of reports;
- 10) Preparing any required reports on contractor performance; and
- 11) Reviewing, approving and processing invoices and vouchers in a timely manner in accordance with the Prompt Payment Act.

d. PROJECT OFFICERS ARE NOT AUTHORIZED TO AND SHALL NOT:

- 1) Make changes in scope of work, contract schedules and/or specifications,
- 2) Direct or negotiate any change in the terms, conditions, or amounts cited in the contract; and

- 3) Make any commitments or otherwise obligate the Government to make any changes to the contract.

H. SPECIAL CONTRACT REQUIREMENTS

1. GOVERNMENT FURNISHED MATERIALS/EQUIPMENT/SERVICE

- a. The Government shall furnish to the Contractor for use in connection with this contract the materials/equipment listed below:

LOCATION:	ITEM DESCRIPTION	QUANTITY
-----------	------------------	----------

COPY CENTER

1)	Kodak 2110 Duplicator	1 each
2)	Kodak 70I	1 each
3)	Kodak 235 Duplicator	1 each
4)	Kodak 2085 Duplicator	1 each
5)	Challenge Century Power Paper Drill	1 each
6)	Bostitch Wire Stitcher	1 each
7)	Carts (hand)	2 each
8)	Timeclock	1 each

MAILROOM

1)	Pitney Bowes Allocator	1 each
2)	Pitney Bowes Scale	1 each
3)	Pitney Bowes Mail Meter	1 each
4)	Federal Express Powership Computer with Printer	1 each
5)	Industrial Scale	1 each
6)	GSA and Commercial leased Automotive Vehicle (Includes - Vehicle maintenance, parking permit, garage key, and gasoline.)(Type of vehicle to be	1 each

determined at time of award)

- | | | |
|----|---|-------------|
| 7) | Mailcart | 2 each |
| 8) | Cartons, Packing, for
Electronic Equipment | As Required |

LIBRARY

- | | | |
|----|---------------------------------------|--------|
| 1) | Savin 9320 Copier | 1 each |
| 2) | IBM Personal Computer with
Printer | 1 each |
| 3) | Microfiche Reader | 1 each |
| 4) | Terminal with Keyboard | 1 each |

LABOR

- | | | |
|----|---|--------|
| 1) | Hand jack (fork-lift type) | 1 each |
| 2) | General Supplies/Equipment
Space, heating, light, and
ventilation | |

- b. All materials provided hereunder are for exclusive use in performance of this contract. Any such material not expended in performance of this contract shall be returned to CPSC upon completion of the contract.
- c. Any additional materials/equipment required in the performance of this contract shall be furnished by the Contractor.
- d. CPSC will provide training to Copy Center and Mailroom personnel in the operation and safe use of equipment outlined in sections C.10, 11, and 12. Emphasis will be placed on the safe use of the X-ray inspection system in order to recognize suspicious items that may be potentially hazardous/dangerous, and the reporting procedures for suspicious items.

2. SERVICE CONTRACT ACT

This contract is subject to the Service Contract Act of 1965, as amended, which is hereby incorporated by reference.

3. WAGE DETERMINATION

Wage Determination Number 94-2103, revision 30, dated 06/03/2003 is hereby incorporated in this solicitation and made part of the resultant contract.

5. CONTRACTOR USE OF GOVERNMENT EXERCISE ROOM

Contractor staff working on-site at CPSC are authorized to utilize the Government Exercise Room during their lunch break or contiguous with before/after their normal tour of duty, normal work week. Weekend usage and guests are not allowed. Any Contractor staff electing to utilize the exercise room shall, before such usage begins, sign an Informed Consent Waiver assuming the risk of any and all injury, damage or bodily harm. Copies of the Informed Consent Waiver form may be obtained from the CPSC Project Officer.

I CONTRACT CLAUSES

1. CONTRACT CLAUSES

This contract incorporates the following clauses by reference from the Federal Acquisition Regulation (48 CFR Chapter 1) with the same force and effect as if set forth in full text. Upon request, the Contracting Officer will make its full text available.

Clause	Title
a. 52.212-4	Contract Terms and Conditions-Commercial
b. 52.224-1	Privacy Act Notification
c. 52.224-2	Privacy Act
d. 52.232-18	Availability of Funds
e. 52.232-19	Availability of Funds for the Next Fiscal Year
f. 52.228-5	Insurance—Work on a Government Installation

PART III – LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

J LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

1. Award Term Clause
2. Award Term Plan
3. Wage Determination
4. Standard Form 85/86, Questionnaire for Non-Sensitive Positions

END SECTION

Table of Contents

	Page
SECTION B -	41
B.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUNE 2003)	41
B.2 52.216-18 ORDERING (OCT 1995)	43
B.3 52.216-19 ORDER LIMITATIONS (OCT 1995)	43
B.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)	44
B.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)	44
B.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)	44
B.7 52.219-11 SPECIAL 8(a) CONTRACT CONDITIONS (FEB 1990)	45
B.8 52.219-12 SPECIAL 8(a) SUBCONTRACT CONDITIONS (FEB 1990)	45

B.1 52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (JUNE 2003)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clause, which is incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items: 52.233-3, Protest after Award (AUG 1996) (31 U.S.C. 3553).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

XX (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUL 1995), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

(2) 52.219-3, Notice of Total HUBZone Set-Aside (JAN 1999) (15 U.S.C. 657a).

(3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JAN 1999) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

(4) (i) 52.219-5, Very Small Business Set-Aside (JUNE 2003) (Pub. L. 103-403, section 304, Small Business Reauthorization and Amendments Act of 1994).

(ii) Alternate I (MAR 1999) of 52.219-5.

(iii) Alternate II (JUNE 2003) of 52.219-5.

(5) (i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-6.

(6) (i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

(ii) Alternate I (OCT 1995) of 52.219-7.

(7) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637 (d) (2) and (3)).

(8) (i) 52.219-9, Small Business Subcontracting Plan (JAN 2002) (15 U.S.C. 637(d) (4)).

(ii) Alternate I (OCT 2001) of 52.219-9.

(iii) Alternate II (OCT 2001) of 52.219-9.

XX (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a) (14)).

(10) (i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (JUNE 2003) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

(ii) Alternate I (JUNE 2003) of 52.219-23.

(11) 52.219-25, Small Disadvantaged Business Participation Program-Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

(12) 52.219-26, Small Disadvantaged Business Participation Program-Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

XX (13) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

XX (14) 52.222-19, Child Labor- Cooperation with Authorities and Remedies (SEP 2002) (E.O. 13126).

XX (15) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).

XX (16) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).

XX (17) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

XX (18) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

XX (19) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (DEC 2001) (38 U.S.C. 4212).

- (20) (i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)).
- (21) 52.225-1, Buy American Act-Supplies (JUNE 2003) (41 U.S.C. 101a-10d).
- (22) (i) 52.225-3, Buy American Act-North American Free Trade Agreement-Israeli Trade Act (JUNE 2003) (41 U.S.C. 101a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note).
- (ii) Alternate I (MAY 2002) of 52.225-3.
- (iii) Alternate II (MAY 2002) of 52.225-3.
- (23) 52.225-5, Trade Agreements (JUNE 2003) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- (24) 52.225-13, Restrictions on Certain Foreign Purchases (JUNE 2003) (E.O. 12722, 12724, 13059, 13067, 13121, and 13129).
- (25) 52.225-15, Sanctioned European Union Country End Products (FEB 2000) (E.O. 12849).
- (26) 52.225-16, Sanctioned European Union Country Services (FEB 2000) (E.O. 12849).
- (27) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- (28) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- XX (29) 52.232-33, Payment by Electronic Funds Transfer-Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- (30) 52.232-34, Payment by Electronic Funds Transfer-Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- (31) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).
- (32) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).
- (33) (i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (APR 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631).
- (ii) Alternate I (APR 1984) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

- XX (1) 52.222-41, Service Contract Act of 1965, as Amended (MAY 1989) (41 U.S.C. 351, et seq.).
- XX (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- XX (3) 52.222-43, Fair Labor Standards Act and Service Contract Act-Price Adjustment (Multiple Year and Option Contracts) (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (4) 52.222-44, Fair Labor Standards Act and Service Contract Act-Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).
- (5) 52.222-47, SCA Minimum Wages and Fringe Benefits Applicable to Successor Contract Pursuant to PreDecemberessor Contractor Collective Bargaining Agreements (CBA) (May 1989) (41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment

under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)

(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (October 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (December 2001) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-41, Service Contract Act of 1965, as Amended (May 1989), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (April 2003) (46 U.S.C. Appx 1241 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

B.2 52.216-18 ORDERING (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 11/01/03 through 09/30/04.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

B.3 52.216-19 ORDER LIMITATIONS (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$50.00 the Government is not

obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor--

- (1) Any order for a single item in excess of \$375,000.00
- (2) Any order for a combination of items in excess of \$375,000.00 or
- (3) A series of orders from the same ordering office within six months

days that together call for quantities exceeding the limitation in subparagraph (1) or (2) of this section.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) of this section.

(d) Notwithstanding paragraphs (b) and (c) of this section, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

B.4 52.216-22 INDEFINITE QUANTITY (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum." The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum."

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 09/30/2004

(End of clause)

B.5 52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 15 days prior to contract expiration.

(End of clause)

B.6 52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 30 days prior to contract expiration provided that the

Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed 8 years.

(End of clause)

B.7 52.219-11 SPECIAL 8(a) CONTRACT CONDITIONS (FEB 1990)

The Small Business Administration (SBA) agrees to the following:

(a) To furnish the supplies or services set forth in this contract according to the specifications and the terms and conditions hereof by subcontracting with an eligible concern pursuant to the provisions of section 8(a) of the Small Business Act, as amended (15 U.S.C. 637(a)).

(b) That in the event SBA does not award a subcontract for all or a part of the work hereunder, this contract may be terminated either in whole or in part without cost to either party.

(c) Except for novation agreements and advance payments, delegate to the Consumer Product Safety Commission the responsibility for administering the subcontract to be awarded hereunder with complete authority to take any action on behalf of the Government under the terms and conditions of the subcontract; provided, however, that the Consumer Product Safety Commission shall give advance notice to the SBA before it issues a final notice terminating the right of a subcontractor to proceed with further performance, either in whole or in part, under the subcontract for default or for the convenience of the Government.

(d) That payments to be made under any subcontract awarded under this contract will be made directly to the subcontractor by the Consumer Product Safety Commission

(e) That the subcontractor awarded a subcontract hereunder shall have the right of appeal from decisions of the Contracting Officer cognizable under the "Disputes" clause of said subcontract.

(f) To notify the Consumer Product Safety Commission Contracting Officer immediately upon notification by the subcontractor that the owner or owners upon whom 8(a) eligibility was based plan to relinquish ownership or control of the concern.

(End of clause)

B.8 52.219-12 SPECIAL 8(a) SUBCONTRACT CONDITIONS (FEB 1990)

(a) The Small Business Administration (SBA) has entered into Contract No. CPSC-D-04-1063 with the Consumer Product Safety Commission to furnish the supplies or services as described therein. A copy of the contract is attached hereto and made a part hereof.

(b) The Source Staffing, Inc. hereafter referred to as the subcontractor, agrees and acknowledges as follows:

(1) That it will, for and on behalf of the SBA, fulfill and perform all of the requirements of Contract No. CPSC-D-04-1063 for the consideration stated therein and that it has read and is familiar with each and every part of the contract.

(2) That the SBA has delegated responsibility, except for novation agreements and advance payments, for the administration of this subcontract to the Consumer Product Safety Commission with complete authority to take any action on behalf of the Government under the terms and conditions of this subcontract.

(3) That it will not subcontract the performance of any of the requirements of this subcontract to any lower tier subcontractor without the prior written approval of the SBA and the designated Contracting Officer of the Consumer Product Safety Commission

SECTION B

(4) That it will notify the Consumer Product Safety Commission Contracting Officer in writing immediately upon entering an agreement (either oral or written) to transfer all or part of its stock or other ownership interest to any other party.

(c) Payments, including any progress payments under this subcontract, will be made directly to the subcontractor by the Consumer Product Safety Commission
(End of clause)

AWARD TERM CLAUSE

1. The contractor can earn extensions to the term of this contract by providing excellent service as defined in Attachment 2 entitled, "Award Term Plan".
2. The Government may change the award term plan at any time by notifying the contractor and describing the changes in writing thirty (30) days in advance of the date on which they are to take effect. Such changes shall not entitle the contractor to any equitable adjustment or to any other compensation.
3. The Government's term determining official (Contracting Officer) will unilaterally decide whether or not the contractor has earned an award term extension.
4. All award term extensions are conditional upon (1) a continuing agency need for the contract services, (2) congressional authorization and appropriation of funds, and (3) the continuing responsibility of the contractor, as defined by FAR 9.101.
5. If the contractor has failed to earn an award term by the end of the second year of contract performance, the Contracting Officer may declare that the award term incentive provisions of this contract are void.
6. If after earning its first award term the contractor fails to earn an award term in any succeeding year of contract performance, the Contracting Officer may cancel any award terms that the Contractor has earned, but that have not commenced, and declare that the award term incentive provisions of this contract are void.
7. If the Contracting Officer determines that the contractor's performance did not conform to any material requirement of the contract at any time, then the Contracting Officer may cancel any award terms that the contractor has earned, but that have not commenced, and declare that the award term incentive provisions of the contract are void. The Contracting Officer's decision in this regard is independent of any decision whether to terminate the contract for convenience or default.
8. If at any time prior to the commencement of any award term extension the Government determines that it has no further need for the contract services, or if Congress fails to appropriate funds for the services, then the Contracting Officer

may cancel any award terms that the contractor has earned and declare that the award terms incentive provisions of the contract are void.

9. If, for any reason, the Government decides not to exercise any of the options to extend the term of this contract that are identified in the schedule and that are to be exercised prior to the beginning of the first award term, then the Contracting Officer may cancel any award terms that the contractor has earned and declare that the award term incentive provisions of this contract are void.

10. If, prior to the commencement of any award term extension, the Contracting Officer determines that the contractor is not a responsible prospective contractor, as defined in FAR 9.101, then the Contracting Officer may cancel any award terms that the contractor has earned, but that have not commenced, and declare that the award term incentive provisions of the contract are void. The Contracting Officer's decision in this regard is not subject to the provisions of FAR Subpart 19.6, Certificates of Competency and Determinations of Responsibility.

11. The contractor may cancel any award term that it has earned by giving written notice to the Contracting Officer no less than one hundred and eighty (180) days and/or six months before the date on which the award term is scheduled to begin. If the contractor thus cancels any award term, then the Contracting Officer will cancel all award terms that the contractor has earned and declare that the award term incentive provisions of the contract are void.

12. The cancellation of any award terms or the voiding of the award term incentive for any of the reasons set forth in this clause shall not be considered either a termination for convenience nor a termination for default and shall not entitle the contractor to any equitable adjustment or any other compensation.

13. Notwithstanding the provisions of this clause, the Government retains the right to terminate this contract for convenience or default in accordance with the termination clauses in the contract.

AWARD TERM PLAN

Introduction:

This is an award term contract. As an incentive to the contractor, contractor performance shall be evaluated in an effort to receive additional award terms to the contract. The terms of the incentive are stipulated in the award term clause (attachment 1). If award terms are earned, this contract may be extended up to five years. The specific criteria and procedures used for assessing the contractor's performance and for determining the award term earned are described herein. This award term plan provides for one annual evaluation with interim assessments every three (3) months. The contractor earns the award term if the Term Determining Official (TDO) decides that the contractor's performance was excellent overall. All term determining official decisions regarding the award term are final and not subject to dispute.

The award term will be provided to the supplier through unilateral contract modifications based upon points earned as determined by the TDO.

Incentive Objectives.

a. The following incentive objectives shall be utilized in determining award of an additional contract term. If the contractor is not given specific notice in writing of any change to the incentive objectives prior to the start of an annual evaluation period, then the same criteria listed for the preceding period will be used in the following award term evaluation period.

Customer Satisfaction
Contractor Responsibility
Response Time
System Operation and Procedures
Reporting Requirements

Incentive Performance Criteria and Standards:

Criteria:

Customer Satisfaction – The courtesy with which the contractor provides the service. The number of complaints about courteous and respectful behavior. The staff shall be dedicated, well trained, and competent individuals.

Standard: CPSC must receive no more than one (1) valid complaint per month.

Criteria:

Contractor Responsibility: The Staff shall possess information and knowledge about CPSC doctrine. The number of complaints about the accuracy and currency of the information provided. The staff shall possess a working knowledge capable of meeting customer needs.

- a) Standard: CPSC must receive no more than one (1) valid complaint per month.

Criteria:

Response Time: The speed with which calls are answered and responded to. The number of complaints received and reported information on customer feedback.. The staff shall provide timely information, responses, response referrals and notification to consumers on inquiries, complaints and request requiring government action.

- a) Standard: Contract personnel must meet the consumer response time as specified in the statement of work 95% of the time

Criteria:

Systems Operation and Procedures: Maintains equipment and customer access to automated information at all times. Downtime shall be minimized to the greatest extent possible. The contractor's adherence to industry call center standards.

- a) Standard: Services shall not be closed to the public longer than 15 minutes per incident, twice monthly.

Criteria:

Reporting Requirements: Reports are accurate, complete and properly formatted in accordance with the delivery schedule. Reports are electronically adequate for administering and evaluating the performance parameters of the contract.

- a) Standard: Reports re submitted timely 95% of the time and statistics are 100% accurate.

Performance Monitoring Procedures:

The contractor performance shall be monitored in accordance with the award term plan. All observations shall be reported to the term determining official. Evaluation shall be performed by comparing the contractor's actual performance

to the performance standards indicated above. CPSC shall randomly perform test calls, review call logs, reports, complaint logs and perform customer surveys. The contractor's performance level shall be determined in accordance with the Award Term Point Scale below.

Incentive Evaluation Periods:

Evaluations shall be conducted yearly with interim assessments every three (3) months. The contractor's performance shall be continually monitored from the beginning of each option year (October) through the end of the contract year (September).

Award Term Points:

a. The contractor shall earn award term points based on contract performance during each evaluation period. An accumulation of 81 points or above are required for a one year term extension, while an accumulation of 80 points or below results in a one year reduction in the contract period. Award term points are accrued as follows:

Performance Standards	Point Range
Excellent	91 to 100
Very Good	81 to 90
Good	71 to 80
Satisfactory	61 to 70
Poor/Unsatisfactory	less than 61

Standard Definitions:

- a. **Excellent:** Of exceptional merit; exemplary performance in timely, efficient and economical manner; very minor, if any deficiencies with no adverse effect on overall performance.
- b. **Very Good:** Very effective performance, fully responsive to contract; contract requirements accomplished in a timely, efficient and economical manner for the most part; only minor deficiencies.
- c. **Good:** Effective performance; fully responsive to contract requirements; reportable deficiencies, but with little identifiable effect on overall performance.

d. Satisfactory: Meets or slightly exceeds minimum acceptable standards; adequate results; reportable deficiencies with identifiable, but not substantial, effects on overall performance.

e. Poor/Unsatisfactory: Does not meet minimum acceptable standards in one or more areas; remedial action required in one or more areas, which adversely affect overall performance.

8. Award Term Decision: The contracting officer shall notify the contractor of results upon completion of an evaluation. A letter describing the TDO's decision and rationale shall be forwarded to the contractor within thirty (30) days of the evaluation completion date. If the contractor has earned an additional award term, the contract shall be modified to acknowledge the fact. A minimum of 81 points is required for a one year award term extension. Earned award term points for each evaluation period will be averaged based on the points earned for each interim evaluation for that period. The first final award term evaluation will be based on the twelve month first option year to determine if the first award term year will be awarded to the contractor. After the first twelve month cycle, earned award term points will continue to be averaged based on the following twelve-month cycle to determine if subsequent award term extensions are warranted. Failure to earn additional award term years in one evaluation period does not preclude the contractor from earning additional award term option years in subsequent evaluation periods.

END